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Michael I. Paulson
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05-TI-420
X

December 7, 2000

Ms. Lynda L. Dorr
Secretary to the Commission
Public Service Commission of WI
P O Box 7854
Madison, WI 53707-7854

RECEIVED

2000 DEC - 8 P 3:24

WISCONSIN PUBLIC SERVICE
COMMISSION

Re: Application for the Approval of the Amendment to the Interconnection
Agreement Between Wisconsin Bell, Inc. and NorthPoint Communications

Dear Ms. Dorr:

Wisconsin Bell, Inc. d/b/a Ameritech Wisconsin hereby requests approval of the
Amendment to the Interconnection Agreement Between Wisconsin Bell, Inc. and
NorthPoint Communications

I have been authorized by NorthPoint Communications to submit for Commission
approval the enclosed Amendment to the Interconnection Agreement.

I hereby certify that a copy of this letter has been served via first class mail on
December 7, 2000 to David Toone of NorthPoint Communications, 303 2nd Street South
Tower, 9th Floor, San Francisco, California 94107.

Very truly yours,

A handwritten signature in black ink that reads "Michael Paulson". The signature is written in a cursive, flowing style.

Michael I. Paulson

MIP:rrd
Enclosures

cc: K. Barth, PSCW

AMENDMENT NO. 3

to the

INTERCONNECTION AGREEMENT – WISCONSIN

by and between

AMERITECH WISCONSIN

AND

NORTHPOINT COMMUNICATIONS

RECEIVED

2000 DEC - 8 P 3:31

WISCONSIN PUBLIC SERVICE

The Interconnection Agreement (“the Agreement”) by and between Ameritech Wisconsin (“AMERITECH”) and Northpoint Communications (“CLEC”), approved by the Public Service Commission of Wisconsin is hereby amended as follows:

- (1) The following definitions are added in Schedule 9.2.1.

“Continuity” shall be defined as a single, uninterrupted path along a circuit, from the Minimum Point of Entry (MPOE) or other demarcation point to the Point of Interface (POI) located on the horizontal side of the Main Distribution Frame (MDF).

“Proof of Continuity” shall be determined by performing a physical fault test from the MPOE or other demarcation point to the POI located on the horizontal side of the MDF by providing a short across the circuit on the tip and ring, and registering whether it can be received at the far end. This test will be known hereafter as “Proof of Continuity” or “Continuity Test.”

“Acceptance Testing” shall be defined as upon delivery of a loop to/for the CLEC, SBC-AMERITECH’s field technician will conduct a call with the LOC and CLEC to initiate performance of a series of Acceptance Tests, which would consist of a SBC-AMERITECH technician at the customer premise to place a “short” across the twisted pair and “open” the pair; for the purposes of validating basic metallic loop parameters including continuity and pair balance as defined in the underlying Agreement, or applicable industry standards (“Acceptance Test”).

- (2) The following language is added in Schedule 9.5 as Section 2.3 to add Acceptance Testing to the Agreement:

2.3 Acceptance Testing and Cooperative Testing

- 2.3.1 **SBC-AMERITECH** and the CLEC agree to implement Acceptance Testing during the provisioning cycle for xDSL loop delivery. The Parties agree the purpose of this Agreement is to test xDSL loops only. When **SBC-AMERITECH** provides the High Frequency Portion of the Loop ("HFPL"), continuity is generally assumed as **SBC-AMERITECH** retail POTS service is operating at the time of the order. Therefore, acceptance testing is unnecessary in the case of HFPL.
- 2.3.2 Should the CLEC desire Acceptance Testing, it shall request such testing on a per xDSL loop basis upon issuance of the Local Service Request (LSR). Acceptance Testing will be conducted at the time of installation of the service request.
- 2.3.3 If the LSR was placed without a request for Acceptance Testing, and the CLEC should determine with more than 24 hours remaining before the order is to be completed that Acceptance Testing is desired or needed, the request may be added; however, this may cause a new standard due date to be calculated for the service order.
- 2.3.4 Acceptance Testing Procedure:
 - 2.3.4.1 Upon delivery of a loop to/for the CLEC, **SBC-AMERITECH's** field technician will conduct a call with the LOC and CLEC to initiate performance of a series of Acceptance Tests, which would consist of a **SBC-AMERITECH** technician at the customer premise to place a "short" across the twisted pair and "open" the pair; for the purposes of validating basic metallic loop parameters including continuity and pair balance as defined in the underlying Agreement, or applicable industry standards ("Acceptance Test"). In addition, the **SBC-AMERITECH** field technician will provide the CLEC technician adequate demarcation information (NID information). Furthermore, these Acceptance Tests shall not negatively affect the ILEC switching equipment. If Acceptance Tests performed by CLEC negatively impact the ILEC switching equipment, CLEC shall notify the ILEC promptly upon discovery of the problem. In no case shall CLEC have physical access to **SBC-AMERITECH's** Main distributing frame (MDF) or intermediate distributing frame (IDF). If the loop fails

Acceptance Testing parameters, parties will follow the procedure described in section 2.3.4.5.

- 2.3.4.2 For 2-wire digital loops that are not provisioned through repeaters or digital loop carriers, the **SBC-AMERITECH** field technician will provide a solid short across the tip and ring of the circuit and then open the loop circuit.
- 2.3.4.3 If the loop passes the "Acceptance Test" parameters, as defined by Section 2.3.4.1, the CLEC will provide **SBC-AMERITECH** with a confirmation number and **SBC-AMERITECH** will complete the order. The CLEC will be billed for the Acceptance Test as specified below under Acceptance Testing Billing at the applicable rates as set forth in Section 2.3.5.
- 2.3.4.4 For the purposes of this amendment, "Proof of Continuity" shall be determined by performing a physical fault test from the MPOE or other demarcation point to the POI located on the horizontal side of the MDF by providing a short across the circuit on the tip and ring, and registering whether it can be received at the far end. The test will be known hereafter as "Proof of Continuity" or "Continuity Test."
- 2.3.4.5 If the "Acceptance Test", as defined in Section 2.3.4.1, fails, the LOC technician will take any or all reasonable steps to immediately resolve the problem with the CLEC on the line including, but not limited to, calling the central office to perform work or troubleshooting for physical faults. If the problem cannot be resolved in an expedient manner, the technician will release the CLEC representative, and perform the work necessary to correct the situation. Once the loop is correctly provisioned, **SBC-AMERITECH** will re-contact the CLEC representative to repeat the Acceptance Test. When the aforementioned test parameters are met, the CLEC will provide **SBC-AMERITECH** with a confirmation number and **SBC-AMERITECH** will complete the order. If CLEC's xDSL service does not function as desired, yet test parameters are met, **SBC-AMERITECH** will still close the order. **SBC-AMERITECH** will not complete an order that fails Acceptance Testing.
- 2.3.4.6 If **SBC-AMERITECH** and CLEC agree that CLEC's approved Industry Standard Test Equipment can accurately

and consistently test and send signals through repeaters and Digital Loop Carrier on a loop with no voice customer at the time of xDSL provisioning without impacting other services or equipment, then SBC-AMERITECH will work cooperatively with CLEC during such testing.

- 2.3.4.7 SBC-AMERITECH will be relieved of the obligation to perform Acceptance Testing on a particular loop and will assume acceptance of the loop by the CLEC when the CLEC cannot provide a "live" representative (through no answer or placement on hold) for over ten (10) minutes. SBC-AMERITECH may then close the order utilizing existing procedures, document the time and reason, and may bill the CLEC as if the Acceptance Test had been completed and the loop accepted, subject to Section 5.0 below.
- 2.3.4.8 If, however, a trouble ticket is opened on the loop within 24 hours and the trouble resulted from SBC-AMERITECH error as determined through standard testing procedures, the CLEC will be credited for the cost of the Acceptance Test. Additionally, the CLEC may request SBC-AMERITECH to re-perform the Acceptance Test at the conclusion of the repair phase again at no charge. This loop will not be counted as a successful completion for the purposes of the calculations discussed in Section 2.3.5 below.
- 2.3.4.9 Both Parties declare they will work together, in good faith, to implement Acceptance Testing procedures that are efficient and effective. Both Parties agree that technology is evolving and may indeed require new and different testing processes in the future, and the Parties will continue to discuss the implementation of automated systems to implement cooperative acceptance testing procedures. If the Parties mutually agree to additional testing, procedures and/or standards not covered by this Agreement or any Public Utilities Commission or FCC ordered tariff, the Parties will negotiate terms and conditions to implement such additional testing, procedures and/or standards. Additional charges may apply if any accepted changes in Acceptance Testing procedures require additional time and/or expense.

2.3.5 Acceptance Testing Billing

2.3.5.1 The CLEC will be billed for Acceptance Testing upon the effective date of this Agreement for loops that are installed correctly by the committed interval without the benefit of corrective action due to acceptance testing. In any calendar month after the first sixty (60) days of the agreement, the CLEC may indicate that it believes that SBC-AMERITECH is failing to install loops that are acceptable under the terms and definitions of this Agreement.

2.3.5.2 SBC-AMERITECH will perform an unbiased random sampling of the CLEC's service orders (or any other statistically robust or mutually acceptable sampling process). If the sampling establishes that SBC-AMERITECH is correctly provisioning loops with continuity and ordered conditioning eighty percent (80%) of the time over any 2 month period of time, SBC-AMERITECH may continue charging for Acceptance Testing for all. If the sampling results show that SBC-AMERITECH is not correctly provisioning loops eighty percent (80%) of the time, or greater, SBC-AMERITECH may then perform a comprehensive analysis of the population.

2.3.5.3 If the sampling results from Section 2.3.5.2 above show that SBC-AMERITECH is in non-compliance with the conditioning success rate, as defined in this Agreement, then the CLEC will not be billed for Acceptance Testing for the next sixty (60) days. When and if necessary, the Parties will negotiate, in good faith, to determine a mutually acceptable method for random sampling; however, orders placed within the first thirty (30) days of the CLEC's entry into any Metropolitan Statistical Area ("MSA") shall be excluded from any sampling population, whether random or comprehensive.

2.3.5.4 In any calendar month after the sixty (60) day no-charge period for Acceptance Testing, SBC-AMERITECH may request another random sampling of orders, using the mutually acceptable random sampling method, as negotiated in Section 2.3.5.2 above, be performed to determine whether SBC-AMERITECH can show compliance with the minimum success rates, as defined in Section 2.3.5.2 above. If the sampling results show SBC-

AMERITECH is again in compliance, billing for Acceptance Testing shall resume.

2.3.5.5 Regardless of whether SBC-AMERITECH is in the period in which it may bill for Acceptance Testing, it will not bill for the Acceptance Testing for loop installs that did not pass the test parameters, as defined by this Agreement. SBC-AMERITECH will not bill for loop repairs when the repair resulted from an SBC-AMERITECH problem.

2.3.5.6 Beginning November 1, 2000, the SBC-AMERITECH delivery commitment, as defined by this Agreement in section 2.3.5.2, changes from 80% to 90%.

2.3.5.7 The charges for Acceptance Testing shall be as follows:


REGION	TARIFF	USOC	FIRST HALF HR./FRACTION**	ADDITIONAL **
Ameritech	FCC No. 2; Sec. 13.3.4 (C)(1)(a)	UBCX+	\$40.92	\$22.60

If requested by the CLEC, Overtime or Premium time charges will apply for Acceptance Testing requests in off-hours at overtime time charges calculated at one and one half times the standard price and premium time being calculated at two times the standard price.

- (3) This Amendment shall not modify or extend the Effective Date or Term of the underlying Agreement, but rather, shall be coterminous with such Agreement.
- (4) EXCEPT AS MODIFIED HEREIN, ALL OTHER TERMS AND CONDITIONS OR THE UNDERLYING AGREEMENT SHALL REMAIN UNCHANGED AND IN FULL FORCE AND EFFECT, and such terms are hereby incorporated by reference and the Parties hereby affirm the terms and provisions thereof.
- (5) This Amendment shall be filed with and subject to approval by the Public Service Commission of Wisconsin (PSC-WI).

IN WITNESS WHEREOF, this Amendment to the Agreement was exchanged in triplicate on this _____ day of _____, 2000, by Ameritech Wisconsin, signing by and through its duly authorized representative, and CLEC, signing by and through its duly authorized representative.

Northpoint Communications

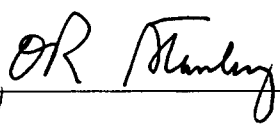
By: 

Title: COO

Name: Mike Makieje
(Print or Type)

Date: 11/17/00

Ameritech Wisconsin

By: 

Title: President - Industry Markets

Name: O. R. Stanley
(Print or Type)

Date: NOV 29 2000

On January 25, 1999, the United States Supreme Court issued its opinion in *AT&T Corp. v. Iowa Utilities Board*, 119 S. Ct. 721 (1999) and on June 1, 1999, the United States Supreme Court issued its opinion in *Ameritech v. FCC*, No. 98-1381, 1999 WL 116994, 1999 Lexis 3671 (June 1, 1999). In addition, on November 5, 1999, the FCC issued its Third Report and Order and Fourth Further Notice of Proposed Rulemaking in CC Docket No. 96-96 (FCC 99-238), including the FCC's Supplemental Order issued *In the Matter of the Local Competition Provisions of the Telecommunications Act of 1996*, in CC Docket No. 96-98 (FCC 99-370) (rel. November 24, 1999), portions of which become effective thirty (30) days following publication of such Order in the Federal Register (February 17, 2000) and other portions of which become effective 120 days following publication of such Order in the Federal Register (May 17, 2000). By executing this amendment, Ameritech Wisconsin does not waive any of its rights, remedies or arguments with respect to such decisions and any remands thereof, including its right to seek legal review or a stay of such decisions, or its rights under the Interconnection Agreement between Northpoint Communications and Ameritech Wisconsin.